**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**
**ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUMMONS FOR JUDGMENT NO.561 OF 2000**
**IN**
**SUMMARY SUIT NO.3218 OF 2004**

The Ganesh Bank of Kurundwad ..Plaintiff.

Vs.

Vithal Nagu Chiplunkar & Ors. ..Defendants.

Mr.P.M.Arjunwadkar i/b.Mr.G.S.Godbole for the Plaintiff.
None for the Defendants.

**CORAM : S.J. VAZIFDAR, J.**
**DATED : 13TH DECEMBER, 2005**

**P.C. :**

This is a usual bank suit to recover the loan advanced by the Plaintiff to Defendant No.1. Defendant Nos.1 and 2 are the guarantors.

2. Defendant No.1 had executed various usual documents including a demand promissory note. Defendant No.1 has also issued a balance confirmation letter acknowledging the liability. Even in the correspondence the Defendants have only requested the Plaintiff to take a sympathetic view.

4. There is no affidavit in reply. No appearance has been filed. There is no defence to the suit. However, interest has been wrongly calculated at 24%

per annum.

5. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed in the sum of Rs.1,92,000/- together with interest thereon at 21% per annum from 24.4.1998 till payment and/or realisation.

Refund as per rules.